

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF SANDY SPRINGS, GEORGIA

This Agreement is made and entered into this 6th day of January, ²⁰¹⁵2014,
by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia,
hereinafter called the **DEPARTMENT**, and the CITY OF SANDY SPRINGS, GEORGIA acting
by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the CITY has represented to the DEPARTMENT a desire to obtain partial
interchange Lighting at the I-285 ramps @ CR 209/Riverside Drive in the City of Sandy Springs, said
Lighting to be installed under P.I. No. 0010925, Fulton County; and

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in: 1)
Providing the Energy and 2) the Operation and Maintenance of said lighting systems at the aforesaid
location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting systems at the aforesaid locations, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for partial interchange Lighting at the I-285 ramps @ CR 209/Riverside Drive in the City of Sandy Springs, said Lighting to be installed under P.I. No. 0010925, Fulton County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the CITY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The CITY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The CITY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the CITY.

5. It is understood by the CITY that the DEPARTMENT has relied upon the CITY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the CITY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the CITY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the CITY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the CITY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the CITY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

CITY OF SANDY SPRINGS, GEORGIA

BY:

Mayor

(SEAL)

DEPARTMENT OF TRANSPORTATION

BY

Commissioner

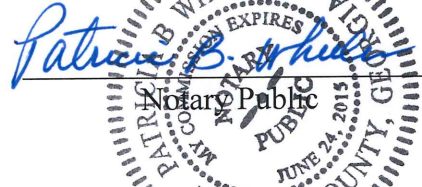
(SEAL)



ATTEST:

Treasurer

WITNESS



This Agreement approved by the City Council at a meeting held at

this 2nd day of December,

2014.

City Clerk



Attachment "A"



Project Location Map

P.I. No. 0010925

*City of Sandy Springs ~ Fulton County
I-285 Ramps @ CR 209/Riverside Drive*